

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W91LDJ6277D006		PAGE 1 OF 39					
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912CZ-07-R-0001					
7. FOR SOLICITATION INFORMATION CALL:		a. NAME MELANIE D. PHANIPHON			b. TELEPHONE NUMBER (No Collect Calls) 907-384-7104		6. SOLICITATION ISSUE DATE 30-Nov-2006				
9. ISSUED BY REGIONAL CONTRACTING OFFICE - ALASKA ATTN: SFCA-PRA BOX 5-525, BLDG 600, RM B242 FORT RICHARDSON AK 99505-0525  TEL: 907-384-7104 FAX: 907-384-7112/7118		CODE W912CZ		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A)  NAICS: 561320 SIZE STANDARD: \$11.5M		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/> 13b. RATING  14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		12. DISCOUNT TERMS			
15. DELIVER TO  <b>SEE SCHEDULE</b>		CODE		16. ADMINISTERED BY  CODE							
17a. CONTRACTOR/OFFEROR    TEL. FACILITY CODE		CODE		18a. PAYMENT WILL BE MADE BY  CODE							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM									
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		<b>SEE SCHEDULE</b>									
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)					
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.    ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.    ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED											
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:					
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				31c. DATE SIGNED			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  TEL: EMAIL:						

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
(CONTINUED)**

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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT  
REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT  
REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED  
CORRECT FOR

36. PAYMENT

☐ COMPLETE ☐ PARTIAL ☐ FINAL

37. CHECK NUMBER

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (*Print*)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)

42c. DATE REC'D (*YY/MM/DD*)

42d. TOTAL CONTAINERS

## Section SF 1449 - CONTINUATION SHEET

PERFORMANCE WORK STATEMENT**PERFORMANCE WORK STATEMENT  
FOR  
FAMILY READINESS SUPPORT SERVICES**

**1. SCOPE OF WORK.** Contractor shall provide battalion level support to the commander's Family Readiness Groups (FRG) located at Ft. Wainwright, AK. The contractor shall support battalion FRGs with communications media, logistical support, and liaison assistance in support of FRG needs and events. Duties will include publishing a monthly newsletter, answering phones, taking messages, maintaining databases and records, coordinating FRG events, and submitting monthly reports to the Contracting Officer Representative (COR). The Contractor shall provide services during normal Government duty hours, Monday through Friday 0830-1700 except for Federal Holidays. Telephones shall be attended at all times during established hours of operation, an answering service will be provided for the rare occurrence that this is not possible. The contractor shall check messages (telephone and e-mail) hourly. The contractor shall be able to demonstrate a high level of proficiency in the English language. The contractor shall be experienced and proficient with the Microsoft XP computer operating system, and possess experience with the Microsoft Office Suite (MS Word, MS Excel, MS PowerPoint, and Outlook).

**1.1. BACKGROUND INFORMATION:**

**1.1.1.** FRGs are support groups that ensure an effective flow of accurate information to family members and provide a social connection to military families. FRGs are a part of the Family Readiness System consisting of Units, Rear Detachments, Army Community Service, and other community agencies. FRGs are organized by volunteers (usually the spouses of unit leadership).

**1.1.2.** Contractor shall work at the battalion level to provide administrative and clerical support to Unit commanders and, Family Readiness Group (FRG) Leaders. This support will include scheduling and coordinating meeting dates, facilitating the flow of accurate information, performing administrative functions, and scheduling/coordinating training for FRGs, as specified in this statement of work. The contractor will be responsible for submitting reports to the brigade Contracting Officer Representative (COR), and the Rear Detachment Commander (RDC).

**1.2. COMMUNICATION MEDIA:**

**1.2.1. FRG Newsletters.** Contractor shall publish a monthly battalion FRG Newsletter. This newsletter is to be available on the web, and hard copies are to be distributed to each battalion. The Contractor shall provide each FRG member with a link to this Newsletter, as well as updates, via e-mail. The Contractor shall communicate with FRGs to solicit information for the newsletter. The Contractor shall gather information from FRG members and leaders and based upon that information draft appropriate articles. The contractor shall insert articles and other information submitted for publication into the newsletter format which shall be provided upon award to the FRGs and the Contracting Officer Representative (COR) to publish the newsletter by the fifth working day of each month. Contractor shall provide a draft copy of the newsletter to the RDCs for review and approval five (5) working days before publication. Contractor shall notify the COR when the draft is submitted to the RDC for review. Each Newsletter must have at a minimum 2 feature articles, and a calendar of upcoming events specific to that battalion's FRG.

**1.2.2. Develop Other Various Methods of Communication:**

**1.2.2.1.** Contractors shall promote information and services available to unit FRGs and RDCs through direct face-to-face contact, telephone, email, and USPS correspondence. The contractor shall produce, flyers, posters, and prepare features for local media (newspapers, television, and radio) in order to promote FRG events and inform members of available resources. The use of external media shall be approved by the Army Public Affairs Office.

**1.2.2.2.** Contractor shall coordinate and fulfill logistical requirements related to FRG meetings and events. Coordination shall include reserving facilities obtaining audiovisual equipment /bring to the event acquisition, and transport of government provided handouts. Not to exceed once a month arrange for outside speakers. During the month of OCT, NOV and DEC meeting will not exceed 10 per month. After December meetings will not exceed 2 per month.

**1.2.2.3.** Contractor shall schedule Video Teleconferences (VTC) between family members and deployed Soldiers in conjunction with the Fort Wainwright Garrison Facility Manager. The contractor shall coordinate with the FRG leaders to develop a schedule and roster for attending family members. This roster must be submitted to the RDC and COR five (5) working days in advance of the VTC. Contractor shall maintain accurate records of VTC participation.

**1.3. Operation READY.** Contractor shall schedule events in support of Operation READY (Resources for Educating about Deployment and You) with company FRG's and the Senior Battalion FRG Leader before, during, and after deployments. Events consist of information, training and team building on deployments. The Contractor shall reserve facilities, obtain necessary audio-visual support, locate and schedule speakers, and provide written materials such as pamphlets or handouts which relate to the event. READY events shall, at a minimum, be conducted monthly, and more often as requested by FRG leaders, but in no event any more than two times per month. Contractor shall post events scheduled in the FRG newsletter, Virtual Family Readiness Group (VFRG) website and send announcements via postal service and email to various organizations, soldiers and their families.

#### **1.4. Virtual Family Readiness Group (VFRG) Site Administration Services:**

**1.4.1.** Contractor shall update the webpage and interactive website for the VFRG for each Brigade & Battalion within their assigned brigade to ensure currency of information on the website within 5 working days, in coordination with the RDC. Contractor shall update the VFRG website as new information is provided from the Senior FRG Leader and the Unit Executive Officer, to include key command point of contact (telephone tree).

#### **1.5. Organizational Point of Contact (OPOC) For Statutory Volunteers.**

**1.5.1.** Contractor shall provide services as Battalion OPOC within assigned brigade, as listed in this section.

**1.5.2.** Contractor shall contact the Army Community Service Volunteer Corp Coordinator to register in the Volunteer Management Information System (VMIS) as Battalion OPOC. Contractor shall register within five (5) working days after contract start date.

**1.5.3.** Contractor shall input position description, volunteer registration, certification of volunteer hours, and update the OPOC profile in VMIS in the absence of ACS Program Manager.

**1.5.4.** Contractor shall maintain an up-to-date roster of FRG leaders and alternates within the battalion/ company with names, telephone and email address using Microsoft EXCEL. Contractor shall update the roster as they are notified that changes occur and provide a copy of the updated roster to the COR and ACS via e-mail.

**1.5.5.** Contractor shall certify volunteer hours at all levels within assigned brigade. Contractor shall forward the volunteer hours report to Army Volunteer CORP Coordinator by the 15<sup>th</sup> of the following month until full implementation of VMIS.

**1.5.6.** Contractor, using information gathered by the Contractor from FRG leaders, will identify, track, and store volunteer information in VMIS, and receive and submit nominations and award information to the commander. Contractor shall receive award nominations from companies and FRG members for quarterly award.

**1.5.7.** Contractor shall develop and maintain a roster of qualified and trained Crisis Response Team (CRT) volunteers. The rosters shall contain availability of each active volunteer. Contractor shall maintain records

confirming that CRT volunteers are registered in the VMIS system within 15 days of receiving their training certificate.

## **1.6 Resource Library and Budget Tracking**

**1.6.1.** Contractor shall maintain a resource library of materials relating to the Family Readiness Groups. Materials shall include current regulations, Standard Operating Procedures, policies, and guidelines. An initial set of materials shall be provided by the Government. Contractor shall review, update, and replace, any missing or outdated resources monthly.

**1.6.2.** Contractor shall develop and maintain a budget spreadsheet on FRG expenditures for each battalion. Contractor shall provide a copy of the spreadsheet to the COR with the monthly reports.

## **1.7. Monthly Reports:**

**1.7.1.** Contractor shall submit a monthly activity report. This report will contain a list of meetings and events that occurred that month, as well as changes and updates to FRG websites and the newsletter. The Contractor shall submit the report to the COR within the first 7 working days of the following month.

**1.7.2.** Contractor shall conduct an After Action Review (AAR) following every scheduled or significant event. This AAR would include special/significant information of the event, and provide feedback for future event improvements. The AAR may be conducted formally (i.e. a meeting with FRG leaders and event participants to discuss event successes and improvements), or informally (i.e. comment cards or a suggestion box) as suits the event or is requested by FRG leaders. Contractor shall provide a copy of the AAR to the COR within 7 working days of the following month.

**1.8. BUSINESS RELATIONS.** Contractor shall contact the COR or KO regarding issues and conflicts arising regarding performance of services within three business days of discovery of the conflict or issue. The Contractor will meet with the COR OR KO to resolve all issues and conflicts in a timely and expeditious manner.

**2. SERVICE PERFORMANCE SUMMARY.** Contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

<b>Performance Objective</b>	<b>SOW Para</b>	<b>Performance Threshold</b>
Prepare, publish, and disseminate FRG newsletters.	1.2.1	Newsletter is ready for publication as required 95% of the time.
Coordinate and schedule Operation READY training.	1.3	Training coordinated and scheduled as specified 95% of the time.
Implement and maintain VFRG website.	1.4	VFRG website implemented and updated as specified 95% of the time.
Serve as the brigade OPOC.	1.5	Rosters, files, and records are maintained as specified 95% of the time.

Provide monthly reports.	1.7	Reports are accurate and submitted as specified 95% of the time.
Business Relations	1.8	Business and management problems are resolved timely and efficiently. No more than two (2) unresolved incidents during contract period.
Contractor Manpower Reporting (CMR)	4.6	CMR data submitted as specified 100% of the time.

### 3. GOVERNMENT PROVIDED PROPERTY/SERVICES:

#### 3.1. Property:

**3.1.1. Common Use Items.** Government will provide access to common use items to include office space, general-purpose furniture, copier, and automatic data processing equipment. Although office space may be shared, a desk and computer will be provided by the Government for the primary use of the contractor. Contractor shall only utilize common use items for official Government business under the terms and conditions of this contract. Stewardship and maintenance of common use items will remain with the Government.

**3.1.2. Keys.** Government will provide the contractor with a controlled set of keys to facilities. Contractor shall report any occurrence of duplicated, misplaced, or lost keys to the COR within 15 minutes after the discovery of the occurrence during normal working hours. Contractor shall reimburse the Government for replacement of locks or keys required as a result of lost or misplaced keys. Contractor shall return keys to brigade point key control officer upon expiration or termination of contract.

#### 3.2. Services:

**3.2.1. Utilities.** Government will provide and maintain utilities to include electricity, heating, plumbing, sewer, and water. Contractor shall instruct employees in utilities conservation practices. Contractor shall be responsible for operating under conditions that preclude the waste of Government furnished utilities.

**3.2.2. Communications Services.** Government will provide existing telephone lines (local/long distance calls), Internet/Web service, and fax services to conduct official business in the performance of this contract. Telephone and internet service will be subject to the standard monitoring requirements of the Government networks. Contractor will reimburse the Government for any unauthorized long distance telephone calls.

**3.3. Supplies.** Government will provide all required forms, regulations, circulars, and pamphlets necessary to provide services under this contract. All directories, brochures, resource manuals, and information materials developed and purchased, as part of this contract shall be property of the Government.

**3.4. Training.** Government will provide training to contractor employee(s) on OPSEC, VFRG, VIMIS, and OPOC. The Contractor shall coordinate with the COR to have the training completed within 10 working days after contract start date.

### 4. SPECIAL PROVISION:

**4.1. Quality Control Plan.** Contractor shall develop and maintain a quality control plan to ensure services provide adequate staffing, timeliness of work, quality of end products and demonstrates an overall understanding of the requirement.

**4.2. Performance Assessment.** Government will evaluate monthly the contractor's performance in accordance with the Quality Control Plan.

**4.3. Hours of Operation:** The Contractor shall provide services during normal Government duty hours, Monday through Friday 0830-1700 except for Federal Holidays. With short notice, duty hours may be modified to meet operational requirements of the Government or the FRG. This could include evening, early morning, and weekend hours. Contractor may propose to the COR adjustments to the normal hours services would be provided, in order to provide services during evening, early morning, or weekend hours without exceeding 40 hours of service per week. The COR's approval of the adjusted hours will not be unreasonably withheld.

**4.4. Contractor Employees:**

**4.4.1. Essential Knowledge, Skills and Training:**

**4.4.1.1.** Contractor shall staff this effort with competent and capable employee(s) for the duties they are assigned. Personnel shall be able to read, write, and speak English fluently. Personnel shall be knowledgeable about Army community services, resources, and agencies to include the ability to provide general information about community agencies. Personnel must have a basic understanding of the FRG system, the Army organization and the Family and Soldier Readiness System.

**4.4.1.2** Contractor personnel must be proficient in the Microsoft XP computer operating system, and possess experience with the Microsoft Office Suite (MS Word, MS Excel, MS PowerPoint, and Outlook) Personnel must have experience in office automation, word processing, presentation media, spreadsheets, and database management.

**4.4.1.3.** Contractor shall have experience in developing, and publishing newsletters and web pages.

**4.4.2. Identification of Employees:**

**4.4.2.1.** Contractor shall provide each employee with identification (ID) badge made of nonmetallic material, easily readable and including employee's name, service provider's name, functional area of assignment, and recent color photograph of the employee.

**4.4.2.2.** Personnel shall wear the ID badge at all times when performing work under this contract at a Government site, including while attending Government meetings and conferences that may take place outside the Government facility. Unless otherwise specified in the contract, each contractor employee shall wear the ID badge in a conspicuous place on the front of exterior clothing and above the waist except when safety or health reasons prohibit such placement. Contractor employees shall identify themselves as contractors on all correspondence (includes email) and when answering the telephone.

**4.5. Security Requirements.** Contractor employees shall be United States Citizens. Contractor shall perform a local agency check on personnel and provide the information to the Contracting Officer (KO) at the Post Award Conference.

**4.5.1** Contractor shall ensure confidentiality concerning personal information concerning clients and volunteers, including social security numbers and home phone numbers.

**4.6. Contractor Manpower Reporting:**

4.6.1. The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: <https://contractormanpower.army.pentagon.mil>. The required information includes: (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative; (2) Contract number, including task and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data; (5) Estimated direct labor hours (including subcontractors); (6) Estimated direct labor dollars paid this reporting period (including subcontractors); (7) Total payments (including sub-contractors), (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different); (9) Estimated data collection cost; (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information); (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website); (12) Presence of deployment or contingency contract language; and (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country). As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending 30 September of each Government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site."\*

4.6.2. Information from the secure web site is considered proprietary in nature when the contract number and contractor identity are associated with the direct labor hours and direct labor dollars. At no time will any data be released to the public with the contractor name and contract number associated with the data. For internal Army analysis, the reports and queries from the database shall not contain proprietary data

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Family Readiness Support Services FFP See attached PWS for details. Period of Performance: From award of contract through a 12 month period. FOB: Destination PURCHASE REQUEST NUMBER: W91LDJ6277D006	12	Months		

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NET AMT



## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 15-DEC-2006 TO 14-DEC-2007	N/A	N/A FOB: Destination	

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.212-1	Instructions to Offerors--Commercial Items	SEP 2006
52.212-4	Contract Terms and Conditions--Commercial Items	SEP 2005
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-15	Stop-Work Order	AUG 1989
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.232-7003	Electronic Submission of Payment Requests	MAY 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.246-7000	Material Inspection And Receiving Report	MAR 2003

## CLAUSES INCORPORATED BY FULL TEXT

## 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (SEP 2006)

An offeror shall complete only paragraph (k) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (j) of this provision.

(a) Definitions. As used in this provision --

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000-9999, except--

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Service-disabled veteran-owned small business concern--

- (1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

\_\_\_ TIN:-----

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

\_\_\_ Sole proprietorship;

- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other-----

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

---

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it ( ) is, ( ) is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

\_\_\_ 50 or fewer \_\_\_ \$1 million or less

\_\_\_ 51 - 100 \_\_\_ \$1,000,001 - \$2 million

\_\_\_ 101 - 250 \_\_\_ \$2,000,001 - \$3.5 million

\_\_\_ 251 - 500 \_\_\_ \$3,500,001 - \$5 million

\_\_\_ 501 - 750 \_\_\_ \$5,000,001 - \$10 million

\_\_\_ 751 - 1,000 \_\_\_ \$10,000,001 - \$17 million

\_\_\_ Over 1,000 \_\_\_ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It ( ) is, ( ) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more

individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ( ) has, ( ) has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It ( ) has, ( ) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It ( ) has, ( ) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----  
Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) ) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Moroccan End Products) or Israeli End Products:

Line Item No.  
-----  
-----  
-----

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____

—	—
—	—
—	—

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.  
(2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.
—
—
—

[List as necessary]

(3) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
—	—
—	—



_____	_____
—	—

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
—	—
_____	_____
—	—
_____	_____
—	—

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals ( ) are, ( ) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) ( ) Have, ( ) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ( ) are, ( ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
•	•
•	•
•	•

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

( ) (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

( ) (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) ( ) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ( ) Outside the United States.

(k)((1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (k)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_

(Offeror to identify the applicable paragraphs at (b) through (j) of this provision that the offeror has completed for the purposes of this solicitation only, if any.)

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.)

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (SEP 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

  X   (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

       (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

       (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

       (4) [Removed].

  X   (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

       (ii) Alternate I (OCT 1995) of 52.219-6.

       (iii) Alternate II (MAR 2004) of 52.219-6.

       (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

       (ii) Alternate I (OCT 1995) of 52.219-7.

       (iii) Alternate II (MAR 2004) of 52.219-7.

  X   (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

       (8)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2006) (15 U.S.C. 637(d)(4)).

       (ii) Alternate I (OCT 2001) of 52.219-9

       (iii) Alternate II (OCT 2001) of 52.219-9.

       (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

       (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (JUNE 2003) of 52.219-23.

\_\_\_ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

\_X\_ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

\_X\_ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).

\_X\_ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

\_X\_ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

\_X\_ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

\_X\_ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

\_X\_ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

\_\_\_ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

\_\_\_ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

\_\_\_ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).

\_\_\_ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

\_\_\_ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286 and 109-53).

\_\_\_ (ii) Alternate I (JAN 2004) of 52.225-3.

\_\_\_ (iii) Alternate II (JAN 2004) of 52.225-3.

\_\_\_ (25) 52.225-5, Trade Agreements (JUN 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_X\_ (26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

\_\_\_ (27) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

\_\_\_ (28) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

\_\_\_ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_\_ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_\_ (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

\_\_\_\_ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

\_\_\_\_ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

\_\_\_\_ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_\_ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

\_\_\_\_ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

\_\_X\_ (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

\_\_X\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (SEP 2006) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if the contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201)

(vi) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(c) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the contract expiration date.

(End of clause)

#### 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its

quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

[www.acqnet.gov/far/](http://www.acqnet.gov/far/)  
[www.acq.osd.mil/dpap/dars/dfars/index.htm](http://www.acq.osd.mil/dpap/dars/dfars/index.htm)

(End of provision)

#### 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Defense Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation (48 CFR 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

#### 252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

(a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and

(b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

#### RCO-AK 0001 CONTACT FOR CONTRACT ADMINISTRATION (Local Clause)

In the event your organization receives a contract as a result of this solicitation, please designate a person whom we may contact for contract administration.

NAME: \_\_\_\_\_



TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FACSIMILE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

(End of Clause)

#### RCO-AK 004 HOLIDAYS (Local Clause)

The following federal legal holidays are to be observed in performance of the resulting contract:

New Year's Day (1 January of every year)  
Martin Luther King Day (3rd Monday in January)  
President's Day (3rd Monday in February)  
Memorial Day (4th Monday in May)  
Independence Day (4th of July each year)  
Labor Day (1st Monday in September)  
Columbus Day (2nd Monday in October)  
Veteran's Day (11th of November each year)  
Thanksgiving (4th Thursday in November)  
Christmas (25th of December each year)

When one of the above designated legal holidays falls on a Sunday, the following Monday will be observed as a legal holiday. When a legal holiday falls on a Saturday, the preceding Friday is observed as a holiday by United States Government agencies.

(End of clause)

#### RCO-AK 006 POST TRAFFIC REGULATION (Local Clause)

All Contractors are advised that it is a violation of a post traffic regulation to exceed 10 miles per hour while passing military personnel in formation, or a military group running or walking along the side of the road. Driving privileges on this installation may be suspended or canceled for violating post traffic regulations or applicable state laws and will not be considered an excusable delay under the contract. Each Contractor must ensure that all of its employees have been informed of this information.

(End of clause)

#### 52.300-4013 REQUIRED INSURANCE (Local Clause)

In accordance with Contract Clause FAR 52.228-5, entitled "Insurance Work on a Government Installation," the Contractor shall procure and maintain during the entire period of his performance under this contract at least the following minimum insurance:

TYPE	AMOUNT
* (a) Workmen's Compensation and Employer's Liability Insurance	\$100,000.00
(b) General Liability Insurance	\$500,000.00 per occurrence

\* Workers' Compensation Insurance MUST comply with the requirements of Alaska Statute 23.30.

Note: As prescribed by Clause 52.228-5, before commencing work under this contract, the Contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. Policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer. Upon request, proof of the required insurance and the endorsement shall be furnished to the Contracting Officer.

Additional Note: The Contractor shall be responsible for informing his/her employees that employee-owned vehicles operated on the Government installation, but not used in performing the contract, must comply with the following mandatory State of Alaska insurance requirements:

\$50,000.00 bodily injury or death  
of one person per occurrence  
\$100,000.00 bodily injury or death  
of two or more persons per occurrence  
\$25,000.00 property damage per occurrence

(End of clause)

#### INSTRUCTIONS FOR PROPOSAL

Proposals submitted should not exceed 20 pages in length to include resumes. The proposal should include the Offerors overall business plan, level of experience with staffing support and employee retention plan. Resumes should be provided in accordance with paragraph 4.4 of the PWS. The Government estimates this requirement for 2 man-years. Offerors proposal should indicate how many man-hours are being proposed.

#### EVALUATION FACTORS FOR AWARD

Award will be based on lowest price technically acceptable. Factors for evaluation include compliance with requirements and past performance based on a pass/fail rating.

Offeror shall fill in the first page of Attachment 1 (Past Performance Questionnaire) and forward to the appropriate agency to complete the questionnaire. The Offeror shall instruct its past performance references to return the questionnaire directly to [melanie.phaniphon@richardson.army.mil](mailto:melanie.phaniphon@richardson.army.mil), or by fax to ATTN: Melanie Phaniphon at (907) 384-7112, or mailed to the Regional Contracting Office, Alaska, ATTN: SFCA-PRA-A, Melanie Phaniphon, P.O. Box 5-525, Fort Richardson, Alaska 99505 by 3:00 p.m. (Alaska Time) by the solicitation closing date. No more

than 3 questionnaires should be received. If the Offeror has no past performance, they will not be rated favorably or unfavorably and will receive a neutral rating.

PAST PERFORMANCE QUESTIONNAIRE

**Attachment 1**

**Past Performance Questionnaire**

**1. CONTRACT IDENTIFICATION**

- 1. Contractor: \_\_\_\_\_
- 2. Contract Number: \_\_\_\_\_
- 3. Contact Type: \_\_\_\_\_

**Competitive:** ☐ Yes ☐ No

- 4. Period of Performance: \_\_\_\_\_
- 5. Current Contract Cost: \_\_\_\_\_
- 6. Description of Services: \_\_\_\_\_

**II AGENCY IDENTIFICATION**

- 1. Name: \_\_\_\_\_
- 2. Location of Project: \_\_\_\_\_
- 3. Name of Person  
Providing Information \_\_\_\_\_
- 4. Telephone Number: \_\_\_\_\_
- 5. Duty Title: \_\_\_\_\_
- 6. Date of Questionnaire  
Completion: \_\_\_\_\_

III. EVALUATION

1. **QUALITY OF SERVICE:** Did the Contractor meet/not meet/exceed Contract Requirements for Quality of Service?

MEET	<input type="checkbox"/>
NOT MEET	<input type="checkbox"/>
EXCEED	<input type="checkbox"/>

a) Please explain how the Contractor met/did not meet/exceeded the contract requirements regarding quality of service and provide any strengths and/or weaknesses (e.g. Quality Control Plan).

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b) Were there any problems encountered and/or Contract Discrepancy Reports (CDRs) issued? What were the CDRs issued for and when? Did the Contractor correct the problem?

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The quality of service can be measured by how well the offeror conformed to or met Contract requirements, specifications and standards of good workmanship (e.g. commonly accepted technical, professional, environmental, or safety and health standards).

2(A) **SCHEDULE:** Did the Contractor meet/did not meet/exceed the schedule (Timeliness) requirements (e.g. Milestones/Deliverables)?

MEET	<input type="checkbox"/>
NOT MET	<input type="checkbox"/>
EXCEED	<input type="checkbox"/>

Please explain how the Contractor met/did not meet/exceeded the schedule requirements and provide any strengths and/or weaknesses.

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Schedule can be measured in terms of the timeliness, in which the Contractor completes, or has completed, milestones, administrative requirements, contract requirements (e.g. efforts that contribute to or effect the schedule variance).

2(B) **SCHEDULE:** Did the Contractor meet/not meet/exceed the administrative requirements (e.g. invoices/billings, schedules)?

MEET	<input type="checkbox"/>
NOT MEET	<input type="checkbox"/>
EXCEED	<input type="checkbox"/>

Please explain how the Contractor met/did not meet/exceed the administrative requirements and provide any strengths and/or weaknesses.

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**3. BUSINESS RELATIONS:** Did the contractor meet/not meet/exceed your business relations requirement?      MEET      ☐  
NOT MEET      ☐  
EXCEED      ☐

Please explain how the Contractor met/did not meet/exceeded your business relations requirements and provide any strengths and/or weaknesses.

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Business relations can be measured by the offeror’s active participation during contract administration. This includes, but is not limited to, the timeliness, completeness and quality of problem identification; corrective action plans; customer satisfaction; and timely award and management of subcontracts.

**4. MANAGEMENT OF KEY PERSONNEL:** Has the Contractor’s ability to manage key personnel meet/not meet/exceeded your requirement?      MEET      ☐  
NOT MEET      ☐  
EXCEED      ☐

Please explain how the Contractor has met/not met/exceeded the requirement for proper management of key personnel and provide any strengths or weaknesses.

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Management of key personnel can be measured by the offeror’s performance in selecting, training, retaining, supporting and replacing when necessary, key personnel with personnel who have a breadth of experience and knowledge in contract management, and who have demonstrated their ability to carry out contract management for and on behalf of the Contractor.

**5. OTHER:**

a) If applicable, what were the Contractor’s strong points?

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b) If applicable, what were the Contractor’s weak points?

c) How would you rate this Contractor overall?

**Exceptional-** No performance problems. No Government oversight needed. ☐  
**Very Good-** Displayed considerable initiative. Little Government oversight needed. ☐  
**Satisfactory-** Displayed some initiative. Some Government oversight needed. ☐  
**Marginal-** Displayed little initiative. Substantial Government oversight needed. ☐  
**Unacceptable-** Displayed no initiative. Failed to meet specified minimum performance ☐

### WAGE DETERMINATION

05-2017 AK,STATEWIDE

WAGE DETERMINATION NO: 05-2017 REV (01) AREA: AK,STATEWIDE

HEALTH AND WELFARE LEVEL - INSURANCE ONLY \*\*OTHER WELFARE LEVEL WD:05-2018

\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
William W.Gross Director		Wage Determination No.: 2005-2017 Revision No.: 1 Date Of Revision: 08/25/2006
State: Alaska		
Area: Alaska Statewide		

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

### OCCUPATION CODE - TITLE

### MINIMUM WAGE RATE

01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	13.46
01012 - Accounting Clerk II	16.97
01013 - Accounting Clerk III	19.02
01020 - Administrative Assistant	21.89
01040 - Court Reporter	17.92
01051 - Data Entry Operator I	12.28
01052 - Data Entry Operator II	17.14
01060 - Dispatcher, Motor Vehicle	18.90
01070 - Document Preparation Clerk	15.39
01090 - Duplicating Machine Operator	13.38
01111 - General Clerk I	14.80

01112 - General Clerk II	15.56
01113 - General Clerk III	17.51
01120 - Housing Referral Assistant	18.57
01141 - Messenger Courier	14.17
01191 - Order Clerk I	13.94
01192 - Order Clerk II	15.73
01261 - Personnel Assistant (Employment) I	17.25
01262 - Personnel Assistant (Employment) II	19.28
01263 - Personnel Assistant (Employment) III	22.38
01270 - Production Control Clerk	21.31
01280 - Receptionist	13.00
01290 - Rental Clerk	15.70
01300 - Scheduler, Maintenance	16.01
01311 - Secretary I	16.01
01312 - Secretary II	17.92
01313 - Secretary III	18.57
01320 - Service Order Dispatcher	15.37
01410 - Supply Technician	21.89
01420 - Survey Worker	17.07
01531 - Travel Clerk I	13.61
01532 - Travel Clerk II	15.03
01533 - Travel Clerk III	16.61
01611 - Word Processor I	14.36
01612 - Word Processor II	16.23
01613 - Word Processor III	17.57
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.75
05010 - Automotive Electrician	22.17
05040 - Automotive Glass Installer	20.51
05070 - Automotive Worker	20.51
05110 - Mobile Equipment Servicer	18.40
05130 - Motor Equipment Metal Mechanic	22.47
05160 - Motor Equipment Metal Worker	20.51
05190 - Motor Vehicle Mechanic	22.47
05220 - Motor Vehicle Mechanic Helper	17.38
05250 - Motor Vehicle Upholstery Worker	20.51
05280 - Motor Vehicle Wrecker	20.51
05310 - Painter, Automotive	21.44
05340 - Radiator Repair Specialist	20.51
05370 - Tire Repairer	17.78
05400 - Transmission Repair Specialist	22.47
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.50
07041 - Cook I	12.82
07042 - Cook II	14.72
07070 - Dishwasher	10.99
07130 - Food Service Worker	11.20
07210 - Meat Cutter	16.61
07260 - Waiter/Waitress	10.83
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	21.44
09040 - Furniture Handler	15.78
09080 - Furniture Refinisher	21.44
09090 - Furniture Refinisher Helper	17.38
09110 - Furniture Repairer, Minor	19.42
09130 - Upholsterer	21.44
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.72
11060 - Elevator Operator	11.07
11090 - Gardener	15.93
11122 - Housekeeping Aide	13.19
11150 - Janitor	13.36
11210 - Laborer, Grounds Maintenance	13.26
11240 - Maid or Houseman	10.69
11260 - Pruner	11.08
11270 - Tractor Operator	15.03
11330 - Trail Maintenance Worker	13.26
11360 - Window Cleaner	14.76
12000 - Health Occupations	
12010 - Ambulance Driver	19.48

12011 - Breath Alcohol Technician	17.31
12012 - Certified Occupational Therapist Assistant	16.32
12015 - Certified Physical Therapist Assistant	16.32
12020 - Dental Assistant	16.46
12025 - Dental Hygienist	30.68
12030 - EKG Technician	25.78
12035 - Electroneurodiagnostic Technologist	25.78
12040 - Emergency Medical Technician	19.48
12071 - Licensed Practical Nurse I	15.47
12072 - Licensed Practical Nurse II	17.31
12073 - Licensed Practical Nurse III	19.30
12100 - Medical Assistant	15.08
12130 - Medical Laboratory Technician	20.78
12160 - Medical Record Clerk	14.66
12190 - Medical Record Technician	15.36
12195 - Medical Transcriptionist	16.13
12210 - Nuclear Medicine Technologist	29.85
12221 - Nursing Assistant I	11.09
12222 - Nursing Assistant II	12.46
12223 - Nursing Assistant III	13.61
12224 - Nursing Assistant IV	15.27
12235 - Optical Dispenser	17.24
12236 - Optical Technician	15.47
12250 - Pharmacy Technician	15.73
12280 - Phlebotomist	16.49
12305 - Radiologic Technologist	27.08
12311 - Registered Nurse I	24.41
12312 - Registered Nurse II	29.87
12313 - Registered Nurse II, Specialist	29.87
12314 - Registered Nurse III	36.12
12315 - Registered Nurse III, Anesthetist	36.12
12316 - Registered Nurse IV	43.32
12317 - Scheduler (Drug and Alcohol Testing)	21.45
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.09
13012 - Exhibits Specialist II	25.29
13013 - Exhibits Specialist III	30.90
13041 - Illustrator I	21.09
13042 - Illustrator II	25.29
13043 - Illustrator III	30.90
13047 - Librarian	23.79
13050 - Library Aide/Clerk	14.42
13054 - Library Information Technology Systems Administrator	23.84
13058 - Library Technician	19.63
13061 - Media Specialist I	16.45
13062 - Media Specialist II	18.40
13063 - Media Specialist III	20.51
13071 - Photographer I	18.29
13072 - Photographer II	22.97
13073 - Photographer III	23.95
13074 - Photographer IV	29.27
13075 - Photographer V	30.77
13110 - Video Teleconference Technician	15.23
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.09
14042 - Computer Operator II	17.14
14043 - Computer Operator III	24.42
14044 - Computer Operator IV	25.98
14045 - Computer Operator V	27.62
14071 - Computer Programmer I (1)	24.29
14072 - Computer Programmer II (1)	27.62
14073 - Computer Programmer III (1)	27.62
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	27.62
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	16.62
14160 - Personal Computer Support Technician	25.98
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	29.22



15020 - Aircrew Training Devices Instructor (Rated)	35.35
15030 - Air Crew Training Devices Instructor (Pilot)	38.89
15050 - Computer Based Training Specialist / Instructor	30.74
15060 - Educational Technologist	22.49
15070 - Flight Instructor (Pilot)	30.38
15080 - Graphic Artist	25.25
15090 - Technical Instructor	19.94
15095 - Technical Instructor/Course Developer	24.39
15110 - Test Proctor	17.92
15120 - Tutor	17.92
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.96
16030 - Counter Attendant	9.96
16040 - Dry Cleaner	12.70
16070 - Finisher, Flatwork, Machine	9.96
16090 - Presser, Hand	9.96
16110 - Presser, Machine, Drycleaning	9.96
16130 - Presser, Machine, Shirts	9.96
16160 - Presser, Machine, Wearing Apparel, Laundry	9.96
16190 - Sewing Machine Operator	13.60
16220 - Tailor	14.52
16250 - Washer, Machine	10.87
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	23.33
19040 - Tool And Die Maker	29.04
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.80
21030 - Material Coordinator	21.31
21040 - Material Expediter	21.31
21050 - Material Handling Laborer	16.29
21071 - Order Filler	13.82
21080 - Production Line Worker (Food Processing)	17.80
21110 - Shipping Packer	17.20
21130 - Shipping/Receiving Clerk	17.20
21140 - Store Worker I	13.66
21150 - Stock Clerk	18.50
21210 - Tools And Parts Attendant	19.16
21410 - Warehouse Specialist	17.80
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	26.13
23021 - Aircraft Mechanic I	24.70
23022 - Aircraft Mechanic II	26.13
23023 - Aircraft Mechanic III	27.56
23040 - Aircraft Mechanic Helper	19.36
23050 - Aircraft, Painter	24.52
23060 - Aircraft Servicer	21.63
23080 - Aircraft Worker	22.75
23110 - Appliance Mechanic	23.05
23120 - Bicycle Repairer	17.78
23125 - Cable Splicer	31.61
23130 - Carpenter, Maintenance	25.56
23140 - Carpet Layer	23.80
23160 - Electrician, Maintenance	28.07
23181 - Electronics Technician Maintenance I	21.21
23182 - Electronics Technician Maintenance II	30.22
23183 - Electronics Technician Maintenance III	32.77
23260 - Fabric Worker	20.45
23290 - Fire Alarm System Mechanic	23.52
23310 - Fire Extinguisher Repairer	19.16
23311 - Fuel Distribution System Mechanic	28.42
23312 - Fuel Distribution System Operator	24.75
23370 - General Maintenance Worker	20.43
23380 - Ground Support Equipment Mechanic	24.70
23381 - Ground Support Equipment Servicer	21.63
23382 - Ground Support Equipment Worker	22.75
23391 - Gunsmith I	19.02
23392 - Gunsmith II	21.89
23393 - Gunsmith III	24.75
23410 - Heating, Ventilation And Air-Conditioning Mechanic	24.75
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	

27.69		
23430	- Heavy Equipment Mechanic	25.13
23440	- Heavy Equipment Operator	27.85
23460	- Instrument Mechanic	24.47
23465	- Laboratory/Shelter Mechanic	23.31
23470	- Laborer	13.51
23510	- Locksmith	22.55
23530	- Machinery Maintenance Mechanic	27.44
23550	- Machinist, Maintenance	23.08
23580	- Maintenance Trades Helper	17.38
23591	- Metrology Technician I	24.75
23592	- Metrology Technician II	26.18
23593	- Metrology Technician III	27.62
23640	- Millwright	26.23
23710	- Office Appliance Repairer	23.05
23760	- Painter, Maintenance	22.67
23790	- Pipefitter, Maintenance	29.33
23810	- Plumber, Maintenance	28.00
23820	- Pneumatic Systems Mechanic	24.75
23850	- Rigger	24.75
23870	- Scale Mechanic	21.89
23890	- Sheet-Metal Worker, Maintenance	27.48
23910	- Small Engine Mechanic	21.64
23931	- Telecommunications Mechanic I	25.47
23932	- Telecommunications Mechanic II	29.10
23950	- Telephone Lineman	26.32
23960	- Welder, Combination, Maintenance	23.41
23965	- Well Driller	24.47
23970	- Woodcraft Worker	24.75
23980	- Woodworker	20.12
24000	- Personal Needs Occupations	
24570	- Child Care Attendant	12.47
24580	- Child Care Center Clerk	15.54
24610	- Chore Aide	12.69
24620	- Family Readiness And Support Services Coordinator	14.74
24630	- Homemaker	18.94
25000	- Plant And System Operations Occupations	
25010	- Boiler Tender	26.53
25040	- Sewage Plant Operator	23.05
25070	- Stationary Engineer	26.53
25190	- Ventilation Equipment Tender	17.59
25210	- Water Treatment Plant Operator	23.05
27000	- Protective Service Occupations	
27004	- Alarm Monitor	19.71
27007	- Baggage Inspector	14.00
27008	- Corrections Officer	24.74
27010	- Court Security Officer	23.89
27030	- Detection Dog Handler	17.17
27040	- Detention Officer	24.74
27070	- Firefighter	20.42
27101	- Guard I	14.00
27102	- Guard II	17.17
27131	- Police Officer I	29.17
27132	- Police Officer II	32.38
28000	- Recreation Occupations	
28041	- Carnival Equipment Operator	14.59
28042	- Carnival Equipment Repairer	15.47
28043	- Carnival Equipment Worker	11.99
28210	- Gate Attendant/Gate Tender	12.14
28310	- Lifeguard	11.11
28350	- Park Attendant (Aide)	13.94
28510	- Recreation Aide/Health Facility Attendant	9.91
28515	- Recreation Specialist	22.53
28630	- Sports Official	11.11
28690	- Swimming Pool Operator	19.91
29000	- Stevedoring/Longshoremen Occupational Services	
29010	- Blocker And Bracer	24.08
29020	- Hatch Tender	24.08
29030	- Line Handler	24.08
29041	- Stevedore I	25.03

29042 - Stevedore II	27. 71
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HF0) (2)	32. 38
30011 - Air Traffic Control Specialist, Station (HF0) (2)	22. 33
30012 - Air Traffic Control Specialist, Terminal (HF0) (2)	24. 59
30021 - Archeological Technician I	18. 22
30022 - Archeological Technician II	20. 48
30023 - Archeological Technician III	25. 29
30030 - Cartographic Technician	28. 75
30040 - Civil Engineering Technician	26. 62
30061 - Drafter/CAD Operator I	21. 97
30062 - Drafter/CAD Operator II	27. 28
30063 - Drafter/CAD Operator III	27. 00
30064 - Drafter/CAD Operator IV	28. 75
30081 - Engineering Technician I	20. 65
30082 - Engineering Technician II	25. 56
30083 - Engineering Technician III	28. 25
30084 - Engineering Technician IV	30. 02
30085 - Engineering Technician V	34. 62
30086 - Engineering Technician VI	41. 61
30090 - Environmental Technician	20. 12
30210 - Laboratory Technician	21. 99
30240 - Mathematical Technician	28. 75
30361 - Paralegal/Legal Assistant I	21. 82
30362 - Paralegal/Legal Assistant II	26. 90
30363 - Paralegal/Legal Assistant III	32. 90
30364 - Paralegal/Legal Assistant IV	40. 01
30390 - Photo-Optics Technician	30. 02
30461 - Technical Writer I	16. 71
30462 - Technical Writer II	20. 43
30463 - Technical Writer III	29. 84
30491 - Unexploded Ordnance (UXO) Technician I	20. 58
30492 - Unexploded Ordnance (UXO) Technician II	24. 90
30493 - Unexploded Ordnance (UXO) Technician III	29. 85
30494 - Unexploded (UXO) Safety Escort	20. 58
30495 - Unexploded (UXO) Sweep Personnel	20. 58
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	21. 00
30621 - Weather Observer, Senior (3)	29. 39
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10. 45
31030 - Bus Driver	19. 13
31043 - Driver Courier	17. 79
31260 - Parking and Lot Attendant	13. 19
31290 - Shuttle Bus Driver	17. 89
31310 - Taxi Driver	15. 74
31361 - Truckdriver, Light	17. 89
31362 - Truckdriver, Medium	19. 85
31363 - Truckdriver, Heavy	20. 84
31364 - Truckdriver, Tractor-Trailer	20. 84
99000 - Miscellaneous Occupations	
99030 - Cashier	11. 70
99050 - Desk Clerk	14. 09
99095 - Embalmer	20. 58
99251 - Laboratory Animal Caretaker I	11. 22
99252 - Laboratory Animal Caretaker II	19. 02
99310 - Mortician	20. 58
99410 - Pest Controller	18. 62
99510 - Photofinishing Worker	11. 55
99710 - Recycling Laborer	17. 76
99711 - Recycling Specialist	24. 53
99730 - Refuse Collector	17. 26
99810 - Sales Clerk	13. 82
99820 - School Crossing Guard	14. 60
99830 - Survey Party Chief	26. 44
99831 - Surveying Aide	17. 60
99832 - Surveying Technician	24. 04
99840 - Vending Machine Attendant	15. 46
99841 - Vending Machine Repairer	18. 10
99842 - Vending Machine Repairer Helper	15. 46

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.01 per hour or \$120.40 per week or \$521.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials

which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <<http://www.dol.gov/esa/whd/>> or through the Wage Determinations On-Line (WDOL) Web site at <<http://wdol.gov/>>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure

that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.